

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

FILED

JEANNE A. NAUGHTON, CLERK

MAY 26 2022

HANS & Associates LLC
1381 US 1 South
Edison, New Jersey 08837
Telephone: 848-313-0047
Facsimile: 833-233-3941
Richa N. Patel, Esq
Attorney ID: 321272021
Email: richapatel@hanslegal.com
Attorney for Nayna Patel, Secured Creditor

U.S. BANKRUPTCY COURT
TRENTON, NJ
BY  DEPUTY

Case No.: 21-17033-CMG

Chapter 11

Judge Christine M. Gravelle

In Re:
Karamjeet S. Sodhi and Meena Sodhi
Debtor (s).

NOTICE OF OBJECTION TO CONFIRMATION
OF CHAPTER 11 PLAN

Secured Credit, Nayna Patel (the "Secured Creditor"), which holds a mortgage lien on the real property located at 14 St James St, Monroe, NJ 08831 (the "Property") as well as a judgment creditor hereby objects to the proposed plan filed in the above-referenced Chapter 11 due to the following reasons:

1. Pursuant to 11 U.S.C. Section 1129(a) the court shall confirm a plan only if a number of conditions set forth in that subsection are met:
 - a. Subsection 1129(a)(8) requires that with respect to each class of claims or interests-
 - i. Such class has accepted the plan; or
 - ii. Such class is not impaired under the plan.
 - b. Subsection 1129(a)(7) requires that each holder in a class of a claim or interest that is being impaired.
 - i. Has accepted the plan; or
 - ii. Will receive or retain under the plan property of a value that is at least what the creditor would receive in chapter 7; or
 - iii. Will receive under the plan property of a value that is not less than the value of such holder's interest in the estate's interest in the property that secures

such claim, if that claimant elects to exercise its rights under Subsection 1111(b).

- c. Subsection 506(a)(1) provides that an allowed claim of a creditor secured by a lien on the property is a secured claim to the extent of the value of such creditor's interest in such property, and an unsecured claim to the extent that the value of such creditor's interest is less than the amount of such allowed claim.
2. The Secured Creditor does not accept the proposed plan, pursuant to 11 U.S.C. Section 1129(a)(7) or (a)(8), or 506(a)(1).
3. The proposed plan is not fair and equitable with respect to Secured Creditor, in violation of Subsection 1129(b)(2) due to the following:
 - d. The plan does not provide for the sale of the Subject Property.
 - e. The plan erroneously attempts to classify the Secured Creditor's claim as "unsecured." Attached hereto as Exhibit A is the re-recorded mortgage note on "the Property". The original mortgage note was recorded on November 6, 2014. The Secured Creditor is the third lien holder on the Property. The debtor is attempting to conceal equity in the home.
 - a. The appraisal value of the Property is disputed as it undervalues the Property by more than \$200,000. Thus, attempting to strip away the Secured Creditors' interest in the Property. Neighborhood homes are selling for \$1.1-\$1.2 million.
 - b. The liquidation analysis provided in the plan exaggerates the cost of the sale of real estate, taking away valuable equity from the Secured Creditor. The cost of sale as depicted at 8% is higher than the industry norm of about 4% to 5% including the NJ realty transfer fee and real estate commissions.
 - f. The plan does not provide for a valuation of the debtors' interest in their businesses Shri Satguru, LLC and Guru Enterprises LLC. The Secured Creditor has a claim over the debtor's business assets.
 - a. Debtor used personal assets, including but not limited to funds obtained from a settlement agreement from a personal lawsuit to purchase these businesses. The funds from this Settlement agreement were concealed from the Secured Creditor and used to purchase these gas stations. Thus the Secured Creditor has the right to pierce the corporate veil. See attached Exhibit B.
 - b. The debtors failed to disclose any benefits received via the CARES act to their business as PPP loans or EIDL. See attached Exhibit C.
 - g. Debtors are showing various phantom expenses in Exhibit D of the plan to conceal their true disposable income. Below are some such examples:

- a. Real Estate Taxes and Property Insurance are escrowed by LoanCare, and thus should not be itemized separately.
 - b. The cumulative expense for gas and electricity is \$7,500 for year 1 and increases each year for the duration of the plan.
4. The plan does not propose promptly curing the default to the Secured Creditor, in violation of 11 U.S.C. Section 1123(d).

Based on the above, the Secured Creditor objects to confirmation as the proposed plan.

Richa N. Patel
HANS & Associates LLC
Attorneys for Secured Creditor
/s/ Richa Patel

Richa N. Patel, Esq.

EXHIBIT A

INSTR # 2017004002
0 BK 17011 PG 383 Pgs 383 - 391 (9 pgs)
RECORDED 11/16/2017 02:35:00 PM
ELAINE M. FLYNN, COUNTY CLERK IB
MIDDLESEX COUNTY, NEW JERSEY

MIDDLESEX
COUNTY • NJ

Elaine M. Flynn
Middlesex County Clerk
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Official Use Only	
Date of Document 11-16-17	Type of Document Re-Record MG
First Party Name KARAMJEET SODHI	Second Party Name MEENA SODHI
Additional First Parties	Additional Second Parties
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.	
Block	Lot
Municipality	Consideration
Mailing Address of Grantee	
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.	
Original Book 15814	Original Page 258
MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE. This cover page is for use in Middlesex County, New Jersey only. Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.	

RE-RECORDED



MIDDLESEX COUNTY CLERK

Return To:

NAYNA PATEL
57 BERGEN MILLS ROAD
MONROE NEW JERSEY 08831

SHODHI
KARAMJEET

RE-RECORDED

Index MORTGAGE BOOK

Book 15814 Page 0258

No. Pages 0007

Instrument MORTGAGE

Date : 11/06/2014

Time : 9:04:28

Control # 201411060040

INST# MG 2014 019941

Employee ID RSTUCK

RECORDING	\$	50.00
DARM	\$	18.00
NJPRPA	\$	12.00
- - - -	\$.00
RECORDING	\$	3.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	83.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK



201411060040



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.
TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

204S - Note Mortgage

Ind. or Corp. - Plain Language

Rev. 10/00 P2/03

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www.aslegal.com 800.222.0510 Page 1

RECORDED
ELAINE M FLYNN
MIDDLESEX COUNTY CLERK

2014 NOV 06 AM 10:04

BOOK # _____

PAGE # _____

OF PAGES _____

Mortgage

This mortgage is made on April 1st, 2014

SODHI

SODHI

BETWEEN the Borrower(s) KARAMJEET SHODHI AND MEENA SHODHI

Whose address is 14 ST JAMES ST, MONROE, NJ 08831

referred to as "I,"

AND the Lender Nayna Patel

Whose address is 57 BERGEN MILLS RD, MONROE, NJ 08831

Referred to as the "Lender,"

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word

"Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. Mortgage Note. In return for a loan that I received on OR before APRIL 1st, 2014, I promise to pay \$1,700,000 (called "Principal"),

plus interest in accordance with the terms of a Mortgage Note (referred to as the "Note") dated .

The Note provides for monthly interest payments of \$17,604.00 each month day of 5th until full principal paid. All sums owed under the Note are due no later than December 1st 2015. All terms of the Note are made part of this Mortgage.

2. Property Mortgaged. The property mortgaged (called the "Property") to the Lender is located in the

14 St James St, MONROE, of Middlesex County of and State of New Jersey.

*Reason to be recorded is last name had a typo error.
last name should be read as
"SODHI" not "SHODHI"*

(Handwritten initials and signature)

83

Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property.

3. Rights Given to Lender. I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

4. Promises. I make the following promises to the Lender:

a. Note and Mortgage. I will comply with all of the terms of the Note and this Mortgage.

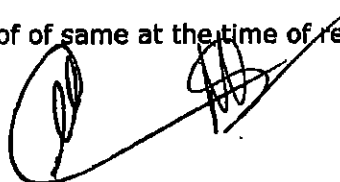
b. Payments. I will make all payments required by the Note and this Mortgage.

c. Ownership. I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

d. Liens and Taxes. I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

e. Insurance. I must maintain extended coverage fire or property insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

I must provide Life insurance policy in the sum of \$1,700,000, Listing Nayna Patel or her trust as the beneficiary, providing proof of same at the time of receipt of

A handwritten signature in black ink, appearing to be 'Nayna Patel', is written over the signature line. The signature is stylized and includes a large loop at the end.

money and yearly thereafter until the full amount of the loan is paid in full. **There is no pre payment penalty.**

f. Repairs. I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

g. Statement of Amount Due. Upon request of the Lender, I will certify to the Lender in writing:

(a) The amount due on the Note and this Mortgage, and

(b) Whether or not I have any defense to my obligations under the Note and this Mortgage.

h. Rent. I will not accept rent from any tenant for more than one month in advance.

i. Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this Occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

6. Tax and Insurance Escrow. If the Lender requests, I will make regular monthly payments to the Lender

(a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

7. Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

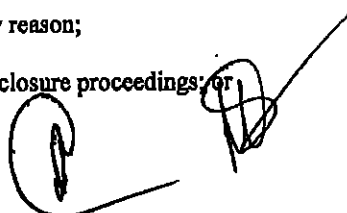
8. Default. The Lender may declare that I am in default on the Note and this Mortgage if:

a. I fail to make any payment required by the Note and this Mortgage within days after its due date;

b. I fail to keep any other promise I make in this Mortgage;

c. the ownership of the Property is changed for any reason;

d. the holder of any lien on the Property starts foreclosure proceedings; or

Handwritten signature and initials in black ink, located at the bottom right of the page, below the list of default conditions.

e. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

9. Payments Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid Principal, interest, **other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.**

10. Lender's Rights upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

a. take possession of and manage the Property, including the collection of rents and profits;

b. have a court appoint a receiver to accept rent for the Property (I consent to this);

c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce my

Obligations under the Note and this Mortgage; and

d. sue me for any money that I owe the Lender.

11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt Requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

12. No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

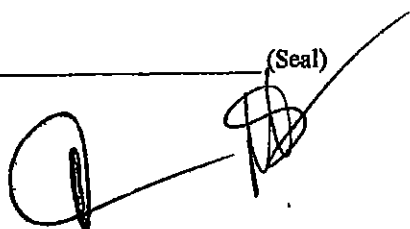
13. Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

15. Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate Officers sign.

Witnessed or Attested by: _____

(Seal)

A handwritten signature in dark ink is written over a circular embossed seal. The signature is cursive and appears to be 'D. [unclear]'. The seal is partially obscured by the signature.

(Seal)

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX:

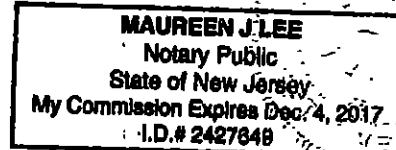
Oct 17 2014

I CERTIFY that on personally came before me and stated to my satisfaction that this person (or if more than one, each person): KARAMJEET SODHI & MEENA SHODHI

(a) Was the maker of the attached instrument; and,

(b) Executed this instrument as his or her own act.

Maureen J Lee
Maureen J Lee Notary
Print name and title below signature



STATE OF NEW JERSEY, COUNTY OF SS: Middlesex

I CERTIFY that on day 17 month of Oct 2014.

KARAMJEET SODHI & MEENA SHODHI
Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

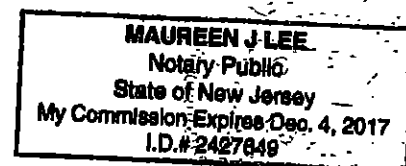
(a) Was the maker of the attached instrument;

(b) Was authorized to and did execute this instrument as

Of the entity named in this instrument; and,

(c) Executed this instrument as the act of the entity named in this instrument.

Maureen J Lee
Maureen J Lee Notary
Print name and title below signature



NOTE MORTGAGE

Dated:

Borrower(s):

KARAMJEET SODHI

10/17/14

PERSONAL GUARANTOR

Meena Sodhi

MEENA SODHI

PERSONAL GUARANTOR

TO

Lender: NAYNA PATEL

Record & Return to: 57 BERGEN MILLS RD, MONROE, NJ 08831

To the County Recording Officer of County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated _____ (Seal)

Lender

Nayna Patel.

57 BERGEN MILLS Road, MONROE, NJ 08831

Nayna Patel

57 Bergen Mills Rd

Monroe, NJ 08831

State of N J Middlesex County Clerk

Recording department

Ref: Book 15814 Page 0258

Based on the provided mortgage document Middlesex county recorded docs on 11/06/2014 there was a spelling error for the borrower's last name. The borrower's last name should read "SODHI" and not "SHODHI" on the first page. This was just a typo. It should be noted that on the signature page of the mortgage document the names of both the borrowers are written correctly.

I would like to request the recording department to record my original documents with the name "KARAMJEET SODHI AND MEENA SODHI" WHOSE ADDRESS IS 14 St. James St, Monroe, NJ 08831.



Thank you very much

Nayna Patel

EXHIBIT B

VERDE, STEINBERG & PONTELL, LLC

ATTORNEYS AT LAW

COURT PLAZA EAST

19 MAIN STREET

HACKENSACK, NEW JERSEY 07601-7028

(201) 489-0075

TELECOPIER (201) 489-0077

DIRECT E-MAIL:

Spontell@vsplaw.com

**171 MADISON AVENUE
SUITE 1800
NEW YORK, NEW YORK 10016
(212) 996-0630**

MERRICK D. STEINBERG*
LOUIS J. VERDE*
STEVEN PONTELL,**
SIODHAN MCGOWAN**

MARTINE PIERRE-PAUL
JAMISON P. VAN ECK†

*** MEMBER OF N.J., N.Y. & CAL. BARS**
*** MEMBER OF N.J. & N.Y. BARS**
**** MEMBER OF N.J., N.Y. & D.C. BARS**
† MEMBER OF N.J. & PA. BARS

**** CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY**

December 12, 2019

**CIVIL RECORDS
N.J. SUPERIOR COURT
MIDDLESEX VICINAGE
2019 DEC 16 P 1:24
FILED & RECEIVED #5**

**Clerk, Superior Court
Middlesex County Superior Court
P.O. Box 2633
56 Paterson Street
New Brunswick, New Jersey 08903**

Re: *Karamjeet Sodhi v. Gerald Marks*
Docket No. L-002505
Our File No. 10632

Dear Sir/Madam:

We are the appointed Mediator in this case. Enclosed please find the Completion of Mediation Form. We thank you for forwarding this matter to our attention and we appreciate the confidence you have shown in our firm.

Thank you.

Respectfully submitted,


Steven Pontell

SP:lap

Enclosure

cc: William J. Pinilis, Esq.
Eric A. Inglis, Esq.

F:\wpdocs\LITIGATRMEDIATION\Sodhi\clerk-Completion of Mediation.wpd

VERDE, STEINBERG & PONTELL, LLC
Court Plaza East
19 Main Street
Hackensack, New Jersey 07601
(201) 489-0075

MIDDLESEX COUNTY
NEW BRUNSWICK, NJ

2019 DEC 16 P 3:57

SUPERIOR COURT
CIVIL ARBITRATION

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- MIDDLESEX COUNTY
DOCKET NO. MID-L-2505-18

KARAMJEET SODHI

Plaintiff

Civil Action

vs.

COMPLETION OF MEDIATION FORM

GERALD MARKS and MARKS &
KLEIN, LLP

Defendants.

Please complete and return to the court immediately after the mediation is concluded.

Mediation Status:

XM1 ☒ Case resolved

XM2 ☐ Case resolved in part

XM3 ☐ Case unresolved

XM4 ☐ Case management order to be forwarded to court by plaintiff

XM6 ☐ Settled prior to mediation

December 11, 2019
Date Mediation Completed



Steven Pontell, Mediator
Mediator ID No. 0028055582

EXHIBIT C

5/25/22, 9:38 PM

New on USAspending: Unique Entity Identifiers

Beginning in March, UEs will be added to USAspending displays alongside DUNS numbers. Learn more and find out what changes you'll see on the site.



All Fiscal Years

NOTICE

URLs to Recipient Profile pages are being updated as part of a site-wide change based on the new Unique Entity Identifier (UEI) data element.

Please update any saved links to avoid service disruption.

GURU ENTERPRISES LLC

5/25/22, 9:38 PM

Total Awarded Amount

\$131,790

from 3 transactions

Face Value of Loans

\$182,248

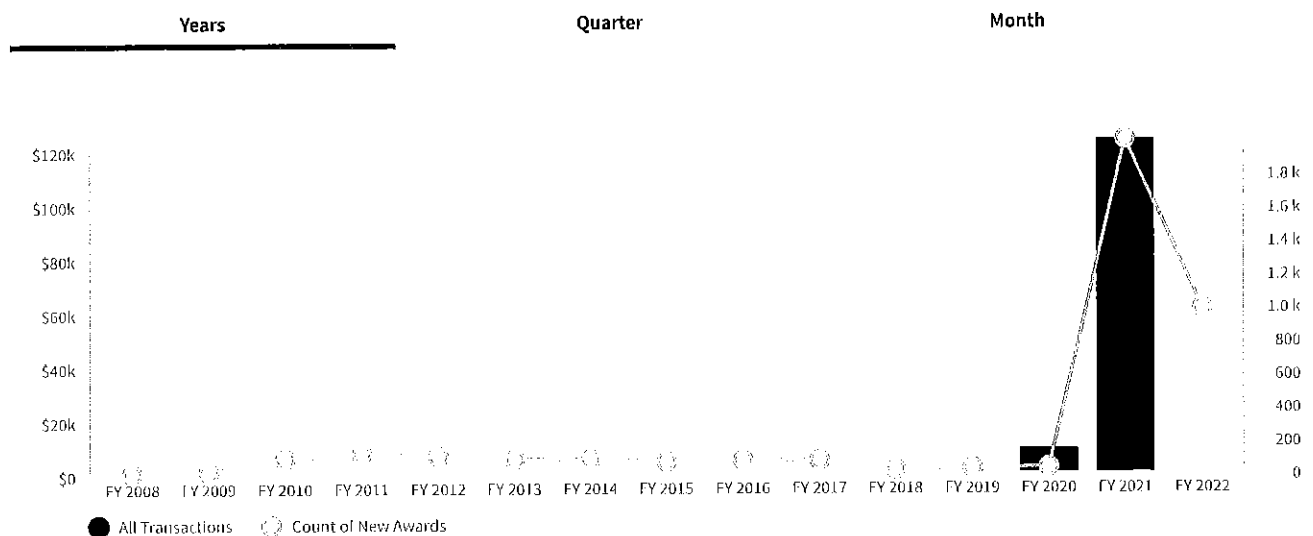
from 3 transactions

Details

Recipient Identifier	Identifier not provided
Address	901 E CHESTNUT AVE 901 E CHESTNUT AVE VINELAND, NJ UNITED STATES CONGRESSIONAL DISTRICT: NJ-02
Business Types	Business Small Business

Transactions Over Time

This graph shows trends over time for all transactions to this recipient. Hover over the bars for more detailed information.



Top 5

5/25/22, 9:38 PM

GURU ENTERPRISES LLC | Federal Award Recipient Profile | USAspending

The set of tables below provide a summary of awards to this recipient through multiple angles. To see more than the top 5, you can visit our Advanced Search page.

Awarding Agencies

Name	Awarded Amount	% of Total
1. Small Business Administ...	\$131,790	100%

Awarding Sub-Agencies

Name	Awarded Amount	% of Total
1. Small Business Administ...	\$131,790	100%

Federal Accounts

Coming Soon

CFDA Programs

Name	Awarded Amount	% of Total
1. 59.073 - Paycheck Protec...	\$123,142	93.44%
2. 59.008 - Disaster Assista...	\$8,649	6.56%

NAICS Codes

No Data Available

Product Service Codes

No Data Available

Countries

Name	Awarded Amount	% of Total
1. United States	\$131,790	100%


Note: This data is based on Primary Place of Performance.

U.S. States or Territories

Name	Awarded Amount	% of Total
1. Louisiana	\$120,225	91.22%
2. New Jersey	\$11,565	8.78%

Note: This data is based on Primary Place of Performance.

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 **Request training from us!** Receive customized training on how to use USAspending.gov **Sign Up ▶**

5/25/22, 9:38 PM

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NOTE: You must click here for very important D&B information.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

HANS & Associates LLC
1381 US 1 South
Edison, New Jersey 08837
Telephone: 848-313-0047
Facsimile: 833-233-3941
Richa N. Patel, Esq
Attorney ID: 321272021
Email: richapatel@hanslegal.com
Attorney for Nayna Patel, Secured Creditor

Case No.: 21-17033-CMG

Chapter 11.5

Judge Christine M. Gravelle

In Re:
Karamjeet S. Sodhi and Meena Sodhi
Debtor (s).

CERTIFICATION OF SERVICE

1. I, Richa Patel, am employed by HANS & Associates LLC, which represents Nayna Patel in this matter.
2. On May 26, 2022, I arranged to have the items set forth below served on the names and addresses shown as set forth in the following chart:
 - a. Objection to confirmation of the plan
3. I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: May 26, 2022

/s/ Richa N Patel
Richa Patel

Name and Address of Party Served	Relationship of Party to case	Mode of Service
U.S. Trustee One Newark Center Newark, NJ 07102	Trustee	United States Mail
Scura, Wigfied, Heyer, Stevens & Cammarota, LLP Attn: Jamal A. Romero, Esq. 1599 Hamburg Turnpike Wayne, NJ 07470	Debtor's Attorney	United States Mail